

in compliance with all applicable laws, rules, regulations and ordinances prior to the Closing, and Sellers' Shareholder has not violated, and has not infringed upon, any rights of third parties (including, without limitation, rights relating to intellectual property, privacy, publicity, contract, or otherwise) with respect to the ownership and/or operation of the Sellers prior to the Closing.

f. *Title and Condition of Assets.* Sellers have good and marketable title, with no known infringement or violation of the rights of others, to each of the Sale Assets free and clear of all liens, claims and encumbrances, and have the right to assign or convey all Sale Assets to Buyer pursuant to this Agreement. Except for normal breakdowns and servicing requirements, all equipment is in satisfactory operating condition, ordinary wear and tear excepted. All furniture, fixtures, equipment, inventory and other tangible assets that constitute part of the Sale Assets (i) was or shall be acquired and maintained in accordance with the regular business practices of the Sellers, (ii) consists or shall consist of new and unused items of a quality and quantity useable, saleable and merchantable in the ordinary course of business, (iii) are current and not discontinued or obsolete, and (iv) shall be transferred to the Buyer at the Closing free and clear of all liens, claims, interests and encumbrances of any and all nature. Sellers represent and warrant that the supplies, inventory and other disposable assets constituting part of the Sale Assets ("Inventory and Supplies") shall be sufficient to fully meet the business and operational needs of the Buyer and the dental practices of Dental Wizard, P.C. located at 100 E. Allegheny Avenue, Philadelphia, PA 19134 and 2338 N. Front Street, Philadelphia, PA 19133 for a period of at least 30 days following the Closing, and if such do not, then the Sellers shall refund to Buyer the portion of the Purchase Price equal to the amount of Inventory and Supplies which the Buyer and Dental Wizard, P.C. purchased to meet the shortfall in such business and operational needs during such 30-day period.

g. *Judgments, Decrees and Orders in Restraint of Business.* Neither the Sellers nor any of the assets owned or used by Sellers are a party to or subject to any order entered in any proceeding brought by a governmental body or, by any other person enjoining or restricting the Sellers in respect of (a) any business practice, (b) the acquisition of any property or (c) the conduct of business in any area. The Sellers are not subject to any order entered in any proceeding brought by a governmental body or by any other person that relates to the Sale Assets or to the business of or any of the assets owned or used by the Sellers.

h. *No Material Adverse Change.* In the past 24 months, there has not been any material adverse change in the operations, properties, assets, financial condition or business prospects of Sellers or any event, condition or contingency that is reasonably likely to result in such a material adverse change, in either case, which has specific application to Sellers or the Sellers' Business.

i. *Certain Payments.* Neither the Sellers nor Sellers' Shareholder has, directly or indirectly made any unlawful contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, private or public, regardless of form whether in money, property or services (i) to obtain favorable treatment in securing business, (ii) to pay for business secured, (iii) to obtain special concessions or for special concessions already obtained for or in respect of Sellers, or (iv) which constitute prohibited remuneration or compensation under applicable laws, rules and regulations. Sellers and Sellers' Shareholder have

complied in all respects with all applicable federal, state, and local laws, rules, regulations, and restrictions in the conduct of the dentistry services, including without limitation, the federal anti-kickback statute, the federal false claims act, the Stark self-referral statute, or the false claims act of any state.

j. *Taxes.* For all fiscal periods in respect of which a governmental body may assess any tax, Sellers have filed all tax returns, reports, and estimates for all years and periods (and portions thereof) for which any such returns, reports and estimates were due and all such returns, reports and estimates were true, correct and complete in all material respects and were prepared in the manner required by applicable law, including, without limitation, the tax returns of Sellers which constitute part of the Financial Documents. All taxes required to be paid on or prior to the Closing Date by Sellers, including taxes withheld by Sellers, have been paid or accrued. Sellers are not a party to any action or proceeding by any governmental body for assessment or collection of taxes, nor has any claim for assessment or collection of taxes been asserted or threatened against Sellers. Sellers have not been audited by any governmental body having taxing authority.

k. *Disclosure; Conduct Of Business.*

1) No representation or warranty of Sellers and Sellers' Shareholder contained in this Agreement or statement in the Schedules or Exhibits hereto (i) which is qualified by materiality contains any untrue statement and (ii) which is not qualified by materiality contains any materially untrue statement. No representation or warranty of Sellers or Sellers' Shareholder contained in this Agreement or statement in the Schedules or Exhibits hereto omits to state a material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

2) No notice given by Sellers or Sellers' Shareholder pursuant to this Agreement will contain any untrue statement of a fact or will omit to state a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not materially misleading.

3) There is no fact known to Sellers or Sellers' Shareholder which has specific application to Sellers and which adversely affects the Sellers' Business or any of the Sale Assets which has not been set forth in this Agreement or the Schedules hereto.

4) Sellers and Sellers' Shareholder have no knowledge of any intention by any patient/client to: (i) discontinue its relationship with Sellers' Business prior to or after the Closing; (ii) not to become a patient/customer of Buyer after the Closing; or (iii) decrease its level of business with Buyer after the Closing from the historic level of business conducted with Sellers prior to the Closing.

l. *Environmental Matters.* There are no violations or alleged violations under environmental laws applicable to Sellers or to the ownership or operation of the Sale Assets or the operation of the Sellers' Business. Sellers have maintained the Sale Assets and conducted Sellers' Business in compliance with the terms and conditions of all consents, licenses, permits,

approvals, and certificates issued to the Sellers by any governmental body and required under any environmental law. Sellers have not generated, manufactured, refined, transported, handled, disposed, produced, used or processed any hazardous materials except in full compliance with all applicable laws.

m. *No Undisclosed Liabilities.* Sellers have no liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) that were not fully and expressly paid or provided for by the Sellers prior to the Closing.

## **5. POST CLOSING COVENANTS AND AGREEMENTS**

a. *Sellers' Post-Closing Services.* Subsequent to the consummation of the sale, as set forth herein, Sellers and Sellers' Shareholder shall make themselves available to Buyer, for a period of 90 days following the Closing, for the limited purpose of providing support services relating to the Sale Assets without any additional compensation or consideration payable by the Buyer. Sellers covenant, acknowledge and agree that that the supplies, inventory and other disposable assets constituting part of the Sale Assets ("Inventory and Supplies") shall be sufficient to fully meet the business and operational needs of the Buyer and the dental practices of Dental Wizard, P.C. located at 100 E. Allegheny Avenue, Philadelphia, PA 19134 and 2338 N. Front Street, Philadelphia, PA 19133 for a period of at least 30 days following the Closing, and if such do not, then the Sellers shall refund to Buyer the portion of the Purchase Price equal to the amount of Inventory and Supplies which the Buyer and Dental Wizard, P.C. purchased to meet the shortfall in such business and operational needs during such 30-day period.

b. *Transfer of Sale Assets.* Following the Closing, Sellers and Sellers' Shareholder agree fully to cooperate with Buyer in connection with any and all necessary or appropriate actions, including, without limitation, the preparation, execution, and delivery of any and all documents required by the Buyer to transition ownership of the Sale Assets to the Buyer.

## **6. INDEMNIFICATION.**

a. Subject to the other provisions of this Section 6, Sellers and Sellers' Shareholder shall jointly and severally indemnify, defend and hold Buyer and its shareholders, directors, officers, employees, contractors, insurers, agents, attorneys, representatives, and affiliates (collectively, "Buyer Parties") harmless against and in respect of any and all losses, costs, expenses, claims, damages, obligations and liabilities, including interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Damages"), which Buyer Parties may suffer, incur or become subject to, arising out of or relating to:

1) any inaccuracy in or any breach of a representation or warranty by Sellers and Sellers' Shareholder contained in this Agreement; and

2) any breach or nonfulfillment of any material covenant, agreement, undertaking or obligation by any of Sellers and Sellers' Shareholder contained in this Agreement; and

3) any and all liabilities of Sellers, Sellers' Shareholder, and/or Buyer Parties to any governmental agency, insurer or other payer for overpayments of amounts for services rendered or goods provided by Sellers or the Sellers' Business prior to the Closing; and

4) any and all acts, omissions, circumstances, conditions or state of affairs existing or occurring prior to the Closing, including, without limitation, any liability for dentistry services or duties of the Sellers, Sellers' Shareholder, and/or their staff, employees, agents or personnel prior to the Closing, including, without limitation, for any and all Excluded Liabilities; and

5) any and all acts, omissions, circumstances, conditions or state of affairs created in whole or in part by the Sellers, Sellers' Shareholder and/or their staff, employees, agents or personnel.

b. The duties, obligations and covenants set forth in this Section 6 shall survive the Closing indefinitely.

**7. MISCELLANEOUS.**

a. *Notices.* All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered by hand, (b) sent by email (with receipt confirmed), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or courier in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate as to itself by notice to the other parties):

Sellers and Sellers Shareholder:

c/o Yefim Aranbayev  
5530 New Falls Rd  
Levittown, PA 19056  
Phone: 718- 551- 7658  
Email:

With Copy to:

Leonard Zoftis, Esquire  
Velter, Yurovsky & Zoftis, LLC  
1111 Street Road, Suite 305  
Southampton, PA 18966  
Phone: (215) 969-3004  
Email: lzoftis@vyzlaw.com

Buyer:

Dental Wizard Holding, Inc.  
70 Bellwood Drive  
Feasterville-Treose, PA 19053

Attn: Co-Presidents

Phone:

Email:

With Copy to:

Vlad Tinovsky, Esquire

Tinovsky Law Firm

5 Neshaminy Interplex, Suite 205

Trevose, PA 19053

Phone: (215) 568-6862

Email: vtinovsky@tinovsky.com

b. *Governing Law; Jurisdiction; Service of Process.* This Agreement and its interpretation shall be governed by the laws of the Commonwealth of Pennsylvania. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the federal or state courts of competent jurisdiction in Bucks County, Pennsylvania, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

c. *Further Assurances.* The parties hereto agree (i) to furnish upon request to each other such further information, (ii) to execute and deliver to each other such other documents, and (iii) to do such other acts and things, all as the other party hereto may at any time reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to herein. Sellers will use their best efforts to obtain any consents required to transfer and assign to Buyer all contracts, authorizations and other rights of any nature whatsoever relating to or constituting part of the Sale Assets, it being understood that neither Sellers nor Buyer shall be obligated to make any third party payments in order to obtain consents.

d. *Waiver.* The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay on the part of any party in exercising any right, power or privilege under this Agreement or the documents referred to herein shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement or the documents referred to herein can be discharged by one party hereto, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party hereto; (ii) no waiver which may be given by a party hereto shall be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one party hereto shall be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to herein.

e. *Entire Agreement; Modification* This Agreement supersedes all prior agreements among the parties with respect to its subject matter and is intended (with the



documents referred to herein) as a complete and exclusive statement of the terms of the agreement among the parties with respect thereto. This Agreement may not be changed or terminated except by a written agreement executed by all of the signatories hereto.

f. *Assignments; Successors.* This Agreement may not be assigned by either party without the prior consent of the other party, except that Buyer can assign this agreement or any rights hereunder to any of its affiliates. This Agreement shall apply to and be binding in all respects upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement, or any provision hereof, it being the intention of the parties hereto that this Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement, their successors and assigns, and for the benefit of no other person.

g. *Section Headings, Construction.* The headings of Sections contained in this Agreement are provided for convenience only. They form no part of this Agreement and shall not affect its construction or interpretation. All references to Sections in this Agreement refer to the corresponding Sections of this Agreement. All words used herein shall be construed to be of such gender or number as the circumstances require. Unless otherwise specifically noted, the words "herein," "hereof," "hereby," "hereinabove," "hereinbelow," "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular Section, subsection, clause or other subdivision hereof.

h. *Counterparts.* This Agreement may be executed in one or more counterparts (by PDF, facsimile or other electronic transmission), each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

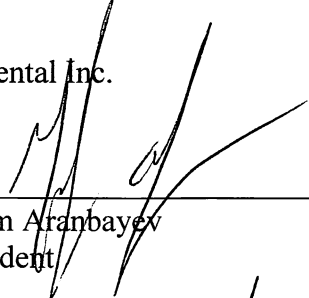
i. *Prevailing Party Fees.* In any action or proceeding to enforce this Agreement or any provisions hereof, the substantially prevailing party shall be entitled, in addition to its other remedies, to recover its reasonable attorney's and expert's fees, travel expenses, and court costs related to such action or proceeding.

***[Signature Page to Follow]***

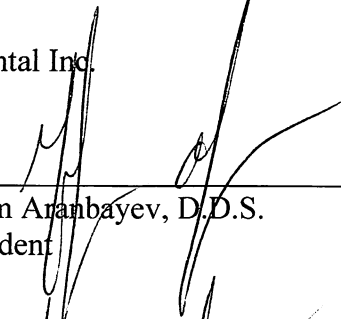
IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be duly executed on the date first written above.

**SELLERS:**

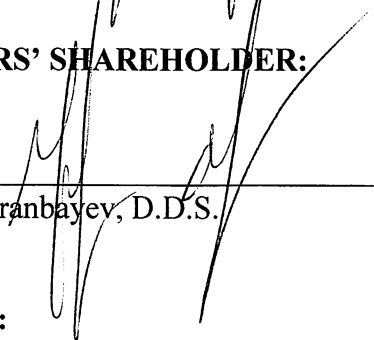
Diamante Dental Inc.

By:   
Name: Yefim Aranbayev  
Title: President

Paradise Dental Inc.

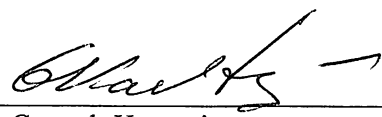
By:   
Name: Yefim Aranbayev, D.D.S.  
Title: President

**SELLERS' SHAREHOLDER:**

  
Yefim Aranbayev, D.D.S.

**BUYER:**

Dental Wizard Holding, Inc.

By:   
Name: Gevork Kavtarian  
Title: Co-President

**SCHEDULES**

**Schedule 1(a)(i) – List of Certain Sale Assets**

See Attached

**Schedule 2(c) - Purchase Price Allocation**

<i><u>Description</u></i>	<i><u>Amount</u></i>
Inventory	\$30,000.00
Furniture, Fixtures, Equipment and Other Assets	\$190,000.00
	=====
	\$220,000.00

*[Remainder of Page Left Blank]*



## Schedule 1(a)(i)

**Diamante Dental**  
 100 E Allegheny Ave  
 Phila Pa 19134

**DENTAL - FURNITURE, FIXERS, EQUIPMENTS, INSTRUMENTS AND SUPPLIES**

**OPERATIVE INSTRUMENTS (6+ KITS PER DENTIST)**

<u>Quantity</u>	<u>Item/Description</u>
25	Mouth Mirrors #5
25	Mirror Handles
25	23 Explorer/PSR
8	Scissors, Iris 4 1/2" Straight, Economy
25	Cotton Pliers(s), College #317
6	Spoon Excavator #38-39
2	Amalgam Carrier Double Ended I
2	Amalgam Plugger I/2 Black
4	Cleoid-Discoïd 3/6
5	Cleoid-Discoïd 89/92
1	Hollenbach
3	Interproximal Carver (IPC)
4	Articulatiilg Paper Forceps
2	Rubber Dam Frame
2	Rubber Dam Clamp Forceps
5	Dycal Instrument
8	Tofflemire(s) 2 per kit, universal
1	emergency kit
1	Oxygen tank and mask

**HANDPIECES**

<u>Quantity</u>	<u>Item/Description</u>
4	High-Speed Handpiece
4	Low-Speed Handpiece
4	Ball-Bearing Contra Angle Assembly (Latch)
4	Prophy Contra Angle Head Assembly
4	Contra Angle Sheath
4	Straight Attachment
2	Spray and Clean Handpiece Lubricant

\*If you do surgical extractions, then will need to get a surgical handpiece.

**OTHER INSTRUMENTS**

<u>Quantity</u>	<u>Item/Description</u>
6	Dental Mirrors #5 for Exam Kits
6	Mirror Handles for Exam Kits
6	Explorer/PSR Periodontal Probes for Exam Kits
2	Cement Spatulas #24
6	Aspirating Syringe CW Type
1	Composite Instruments, Set of 3
2	Rubber Dam Punch
2	Rubber Dam Clamps, Starter Kit

**OPERATIVE SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
70	Lidocaine 2% 1: 100,000 epi/can
8	3% Mepivacaine/can
1	5% Marcaine 1:200,000 epi/can

40	27 gauge Long Needles/box
50	30 gauge Short Needles/box
4	Topical Anesthetic
12	Sharps Container
4	Accu Film II/box
0	Amalgam -Regular Set/can
1	Glass Ionomer Kit
0	IRM Caps 50/Pkg.
2	Clear Matrix Strips/box
1	Sof-Lex Pop-On Kit #1980
1	Finishing Strips Coarse/Medium 150/Box
1	Lightening Strips Medium 12/tube
1	Polishing Paste/can
20	Toillemire Matrix Bands #1, .0015 12/Pkg.
20	Tofi1emire Matrix Bands #2 .0015 12/Pkg.
1	Dycal Ivory Shade/tube
1	Copalite 1/2oz/bottle
1	Vitrebond 3M/box
35	Composite assorted box of 10
6	Bonding agent
30	Flowable composite
15	sealant
25	Rotary Files
50	boxes of assorted K files

**ASSORTED BURS, DOCTORS PREFERENCE**

<u>Quantity</u>	<u>Item/Description</u>
20	Bur Block
4	Etch Gel Syringe, with 20 Tips
1	TMS Complete Kit, Minim.O21"
1	Rubber Dam Green, Heavy, 6 x 6/box
1	Wizard Anatomical Assorted Wedges 400/Box
1	MQ Lubricant/tube
1	Glass Slab: 1! 100-4129
950	Assorted Dental burs

**DISPOSABLES**

<u>Quantity</u>	<u>Item/Description</u>
2	Tray Covers -Mauve 1000/Box
60	2 x 2 gauze 8 ply 200/Pkg
3	4 x 4 gauze 8 ply 200/Pkg
3	Dry-Gard Patient Bibs (rose) 500/Case
12	Napkin Holder
4	Cotton Tip Applicators 6" non-sterile 1000/Box
3	Cotton Pellets #2 2000/Box
4	Cotton Pellets #4 3000/Box
3	Cotton Rolls 2000/Box
4	Cotton Roll Dispenser
3	Plastic Cups, 1000/Case
5	Cup Holder
3	Safe-Tips EZ 150/Pouch

12	High Speed Evacuation Tips SO/Bag
18	Saliva Ejectors White Opaque 100/Bag
1	Dappen Dishes 1000/Box
1	Oral Evacuation Cleaner
1	Disposable Spatulas 100/Box
1	Benda Brush 144/Box
1	Disposable Mirrors 72/Box
1	Disposable Traps Dental Unit 144/Box, pick size needed
1	Disposable Traps Central Suction 8/Box, pick size needed
2	Paper Towels

**INFECTION CONTROL SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
40	Latex Exam Gloves, pick size
1	Sterile Surgeons Gloves, pick size
1	Utility Gloves, Large
15	Face Masks, 50 per box
5	Safety Glasses
5	Disposable Cover Gowns, pick size
6	Antiseptic Hand Soap,
1	Cleaning Solution
1	Banicide Plus, 3.4% Glutaladehyde, 1 Gallon
7	Disinfectant
15	Self Seal Sterilization Pouches 3 1/2" x 9",
15	Self Seal Sterilization Pouches 3 1/2" x 5 1/4",
15	Self Seal Sterilization Pouches 5 1/4" x 10"



12	Self Seal Sterilization Pouches 7 1/2 x 13",
1	Chair Covers 48" x 56"
4bx	Air/Water Syringe Covers
1	Light Handle Covers
9	ALLRAP 1200 Sheets/Roll
4	Mouth wash, may want to order pump
7	Periogard 16 oz
1	Cure Sleeve, Steri Shield 500/Box
1	Tube Sleeve 2"
1	X-ray sleeve 14" W x 13" D x 24 1/2" L
1	Biological Monitoring System
1	Biological Indicators (25/box)

**STANDARD ORAL SURGERY KIT (2-3 Kits per Dentist)**

<u>Quantity</u>	<u>Item/Description</u>
8	Surgical Handles, #3
6	#9 Molt Periosteal Elevator
8	Needle Holder, Crile-Wood 6 inch
8	301 Elevator
12	34 Elevator
9	Minnesota Retractor
	Curette
3	Kelly Hemostats, Curved 5 1/2"
2	Mouth Mirror 1 Mouth Handle
6	Scissors Kelly 6 1/4", Curved
4	Mouth Prop (adult) 2/Box

0 Suction Tips

**ORAL SURGERY INSTRUMENTS**

<u>Quantity</u>	<u>Item/Description</u>
5	150 Forceps
6	151 Forceps
2	17 Forceps
2	23 Forceps
2	88R Forceps
2	88L Forceps
2	#1 Forceps
3	Cryer 30
3	Cryer 31
4	Crane Pick
9	Periosteal Elevator #9 Molt
2	Heidbrink #1 Root Tip Pick
2	Heidbrink #2 Root Tip Pick
2	Heidbrink #3 Root Tip Pick
2	Tissue Forceps
4	Rongeurs
2	Bone File, 12 Howard
6	Straight Hemostat, Crile 5 1/2"
2	Needle Holder, Crile-Wood
2	Surgical Handle
3	Dental Mirror for Post-Op Kit
3	Mirror Handles for Post-Op Kit

3	Iris Scissors for Post-Op Kit
3	Cotton forceps for Post-Op Kit

**ORAL SURGERY SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
1	3-0 Silk Sutures, 18" Cutting, Needle C-6 12/Box
1	3-0 Chromic Gut Sutures, 27", C-6 12/Box
3	Biopsy Bottles
1	Dry Socket Paste, 1 oz.
1	Iodoform Gauze 14" x 5 yd.
1	Gelfoam
3	#15 Blades 100/Box
Assorted	Surgical Burs

**STANDARD ENDODONTIC KIT (2 Kits per Dentist)**

WE have wave one system from dentsupply & Heter unit & all necessary supply files .....

<u>Quantity</u>	<u>Item/Description</u>
1	Mouth Mirror
1	Mouth Mirror Handle
1	23 Explorer/Perio Probe
1	Scissors
1	Cotton Pliers Self-Locking Grooved
1	Ring Rulers, Right-Handed
1	Endo Excavator #31
1	16 Endodontic Explorer
1	Plugger 2
1	Plugger 3

1	Glick #1
1	Woodson #3
1	Cleoid-Discoid 3/6 DE
1	Interproximal Carver
1	Cement Spatula
1	Articulating Paper Forceps
1	Rubber Dam Frame
1	Rubber Dam Forceps
1	Toffiemire
2	Endodontic Organizers

**ENDODONTIC SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
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Files, Flex-R-Files, assorted

Broaches, assorted

15	Endo Burs, assorted
1	Silicone Endo Stops
1	Endodontic Ice
1	Can-a-Seal
1	Gutta Percha Dispenser with #15-80 assorted 240 points
2	Gates Glidden Drills, assorted
1	Finger Spreader, Red B 4/Pkg.
1	Finger Spreader, Blue C 4/Pkg.
1	Accessory Points, fine
1	Accessory Points, fine-medium
1	Accessory Points, medium

1	Endo Micro-Torch
1	Butane Refill
1	Paper Points, fine
1	Paper Points, medium
1	Paper Points, coarse
1	RC prep, Premier
1	Cavit, 4 tubes
1	Monojet Syringes 3cc, 23 Ga. XI 1/4

**STANDARD PROPHY KIT (2-3 Kits per Dentist)**

<u>Quantity</u>	<u>Item/Description</u>
1	Mouth Mirror
1	23 Explorer/PSR Probe
1	S204S Sickle
1	Sickle 23
1	1/2 Curette
1	11/12 Curette
1	13/14 Curette
1	Sharpening Stone
35	Cavitron Tip, 25K FSI-I0

**PREVENTIVE DENTISTRY SUPPLIES**

<u>Quantity</u>	<u>Item Description</u>
1	Reveal Disclosing Solution
1	Double Fluoride Trays, Large 100/Box
1	Thixo-Gel, 1.23% APF
2	Prophy Cups, Screw Type, 36/Pkg.

1	Uni-Pro Propphy Paste, Coarse 200/Box
1	Floss Waxed, 200yd
1	Floss Unwaxed. 200 yd
1	Floss Dispenser

**RADIOLOGY SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
4	XCP Kit
3	Snapper Ray, Set of 3
3	X-Ray Apron, Mauve
4	Apron Hanger
0	Viewbox,
6	EX-58 Flexi-Soft Vinyl Pack #2,
3	FM X-Ray mounts, 6V 8H 4BW#2
2	BW mounts, 4H #2 100/Box
5	X-Ray Envelopes, 21/2" x 41/4", Plain 500/Box

**PROSTHODONTIC AND LABORATORY SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
1	Alcohol Torch
1	Alcohol, Pt.
1	Reline Material
1	Den-Shur-Cup, Blue
1	Retraction Cord
1	Plaster Knife, Miltex
1	Wax Spatula #7
1	Bioform Shade Guide



12	Plastic, Impression Trays, Large Upper
12	Plastic, Impression Trays, Large Lower
4	Plastic, Impression Trays, Medium Upper
8	Plastic, Impression Trays, Medium Lower
4	Alginate, Fast Set,
2	Alginate Adhesive, 1 oz. Bottle
1	Pressure Indicator Paste, 4 oz.,
2	Spatulas, 11R
1	Lab Stone, Golden
4	Mixing Bowls, Hygienic, Large
8	Blu-Bite Bite Registration
1	Plastic Wax Strips, 6", 48/Box
1	Bite Wafers with Foil
80	Impression Material, your choice
1	Pumice, Medium, 1 lb.
1	Bufs Muslin
1	Coe Comfort Tissue Conditioner
10	Patient procedure models and typodonts

**SUGGESTED EQUIPMENT**

<u>Quantity</u>	<u>Item/Description</u>
1	Ultrasonic Cleaner
4	Wall Mounted X-Ray
1	Vacuum System
1	Oilless Air Compressor
1	Film Processor w/ Daylight Loader

0	Amalgamator.
3	Curing Light
4	Ultrasonic Scaler
2	Autoclave
1	Eyewash Station
1	Hazardous Material Guide Poster"
8	Doctors and assistants stool
4	Dental chairs
4	Delivery units
4	assistant side unit
50	Phosphor plates
1	Panoramic Unit

#### **Computers, Software and Electronics**

<u>Quantity</u>	<u>Item/Description</u>
8	Office Computers
1	Open Dental software
1	server
1	Router
1	Modem
6	Professor Suni License
1	Camera System
5	Tv and wall mount
1	Panoramic X Ray software
1	Microwave
1	Refrigerator

1	scanner
1	printer
9	Monitors

**Waiting Room**

Ten chairs

Coffee machine

Twelve pictures

Computer Desks x2

Paradise Dental  
 2338 N Front St  
 Phila Pa 19133

**DENTAL - FURNITURE, FIXERS, EQUIPMENTS, INSTRUMENTS AND SUPPLIES**

**OPERATIVE INSTRUMENTS (6+ KITS PER DENTIST)**

<u>Quantity</u>	<u>Item/Description</u>
20	Mouth Mirrors #5
20	Mirror Handles
20	23 Explorer/PSR
6	Scissors, Iris 4 1/2" Straight, Economy
20	Cotton Pliers(s), College #317
6	Spoon Excavator #38-39
2	Amalgam Carrier Double Ended I
2	Amalgam Plugger I/2 Black
4	Cleoid-Discoïd 3/6
5	Cleoid-Discoïd 89/92
1	Hollenbach
3	Interproximal Carver (IPC)
4	Articulatiilg Paper Forceps
2	Rubber Dam Frame
2	Rubber Dam Clamp Forceps
5	Dycal Instrument
8	Tofflemire(s) 2 per kit, universal
1	emergency kit
1	Oxygen tank and mask

**HANDPIECES**

<u>Quantity</u>	<u>Item/Description</u>
3	High-Speed Handpiece
3	Low-Speed Handpiece
3	Ball-Bearing Contra Angle Assembly (Latch)
3	Prophy Contra Angle Head Assembly
3	Contra Angle Sheath
3	Straight Attachment
2	Spray and Clean Handpiece Lubricant

\*If you do surgical extractions, then will need to get a surgical handpiece.

**OTHER INSTRUMENTS**

<u>Quantity</u>	<u>Item/Description</u>
6	Dental Mirrors #5 for Exam Kits
6	Mirror Handles for Exam Kits
6	Explorer/PSR Periodontal Probes for Exam Kits
2	Cement Spatulas #24
6	Aspirating Syringe CW Type
1	Composite Instruments, Set of 3
2	Rubber Dam Punch
2	Rubber Dam Clamps, Starter Kit

**OPERATIVE SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
50	Lidocaine 2% 1: 100,000 epi/can
5	3% Mepivacaine/can
1	5% Marcaine 1:200,000 epi/can

30	27 gauge Long Needles/box
50	30 gauge Short Needles/box
4	Topical Anesthetic
12	Sharps Container
4	Accu Film II/box
0	Amalgam -Regular Set/can
1	Glass Ionomer Kit
0	IRM Caps 50/Pkg.
2	Clear Matrix Strips/box
1	Sof-Lex Pop-On Kit #1980
1	Finishing Strips Coarse/Medium 150/Box
1	Lightening Strips Medium 12/tube
1	Polishing Paste/can
20	Toillemire Matrix Bands #1, .0015 12/Pkg.
20	Tofi1emire Matrix Bands #2 .0015 12/Pkg.
1	Dycal Ivory Shade/tube
1	Copalite 1/2oz/bottle
1	Vitrebond 3M/box
25	Composite assorted box of 10
6	Bonding agent
20	Flowable composite
10	sealant

**ASSORTED BURS, DOCTORS PREFERENCE**

18	Bur Block
3	Etch Gel Syringe, with 20 Tips



1	TMS Complete Kit, Minim.O21"
1	Rubber Dam Green, Heavy, 6 x 6/box
1	Wizard Anatomical Assorted Wedges 400/Box
1	MQ Lubricant/tube
1	Glass Slab: 1! 100-4129
750	Assorted Dental burs

**DISPOSABLES**

<u>Quantity</u>	<u>Item/Description</u>
2	Tray Covers -Mauve 1000/Box
50	2 x 2 gauze 8 ply 200/Pkg
4	4 x 4 gauze 8 ply 200/Pkg
3	Dry-Gard Patient Bibs (rose) 500/Case
8	Napkin Holder
3	Cotton Tip Applicators 6" non-sterile 1000/Box
3	Cotton Pellets #2 2000/Box
4	Cotton Pellets #4 3000/Box
2	Cotton Rolls 2000/Box
4	Cotton Roll Dispenser
3	Plastic Cups, 1000/Case
4	Cup Holder
3	Safe-Tips EZ 150/Pouch
10	High Speed Evacuation Tips 50/Bag
15	Saliva Ejectors White Opaque 100/Bag
1	Dappen Dishes 1000/Box
1	Oral Evacuation Cleaner

1	Disposable Spatulas 100/Box
1	Benda Brush 144/Box
1	Disposable Mirrors 72/Box
1	Disposable Traps Dental Unit 144/Box, pick size needed
1	Disposable Traps Central Suction 8/Box, pick size needed
	Paper Towels

**INFECTION CONTROL SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
40	Latex Exam Gloves, pick size
1	Sterile Surgeons Gloves, pick size
1	Utility Gloves, Large
12	Face Masks, 50 per box
4	Safety Glasses
2	Disposable Cover Gowns, pick size
6	Antiseptic Hand Soap,
1	Cleaning Solution
1	Banicide Plus, 3.4% Glutaladehyde, 1 Gallon
7	Disinfectant
14	Self Seal Sterilization Pouches 31/2" x 9",
12	Self Seal Sterilization Pouches 31/2" x 51/4",
17	Self Seal Sterilization Pouches 51/4" x 10"
8	Self Seal Sterilization Pouches 71/2 x 13",
1	Chair Covers 48" x 56"
4bx	Air/Water Syringe Covers
1	Light Handle Covers

9	ALLRAP 1200 Sheets/Roll
2	Mouth wash, may want to order pump
7	Periogard 16 oz
1	Cure Sleeve, Steri Shield 500/Box
1	Tube Sleeve 2"
1	X-ray sleeve 14" W x 13" D x 24 1/2" L
1	Biological Monitoring System
1	Biological Indicators (25/box)

**STANDARD ORAL SURGERY KIT (2-3 Kits per Dentist)**

<u>Quantity</u>	<u>Item/Description</u>
8	Surgical Handles, #3
6	#9 Molt Periosteal Elevator
8	Needle Holder, Crile-Wood 6 inch
6	301 Elevator
4	34 Elevator
6	Minnesota Retractor
3	Curette
1	Kelly Hemostats, Curved 5 1/2"
1	Mouth Mirror 1 Mouth Handle
5	Scissors Kelly 6 1/4", Curved
3	Mouth Prop (adult) 2/Box
3	Suction Tips

**ORAL SURGERY INSTRUMENTS**

<u>Quantity</u>	<u>Item/Description</u>
3	150 Forceps

3	151 Forceps
3	17 Forceps
2	23 Forceps
2	88R Forceps
2	88L Forceps
2	#1 Forceps
3	Cryer 30
3	Cryer 31
2	Crane Pick
2	Periosteal Elevator #9 Molt
2	Heidbrink #1 Root Tip Pick
2	Heidbrink #2 Root Tip Pick
2	Heidbrink #3 Root Tip Pick
2	Tissue Forceps
2	Rongeurs
2	Bone File, 12 Howard
2	Straight Hemostat, Crile 5 1/2"
2	Needle Holder, Crile-Wood
2	Surgical Handle
3	Dental Mirror for Post-Op Kit
3	Mirror Handles for Post-Op Kit
3	Iris Scissors for Post-Op Kit
3	Cotton forceps for Post-Op Kit

**ORAL SURGERY SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
1	3-0 Silk Sutures, 18" Cutting, Needle C-6 12/Box
1	3-0 Chromic Gut Sutures, 27", C-6 12/Box
3	Biopsy Bottles
1	Dry Socket Paste, 1 oz.
1	Iodoform Gauze 14" x 5 yd.
1	Gelfoam
1	#15 Blades 100/Box
Assorted	Surgical Burs

**STANDARD ENDODONTIC KIT (2 Kits per Dentist)**

WE have wave one system from dentsupply & Heter unit & all necessary supply files .....

<u>Quantity</u>	<u>Item/Description</u>
1	Mouth Mirror
1	Mouth Mirror Handle
1	23 Explorer/Perio Probe
1	Scissors
1	Cotton Pliers Self-Locking Grooved
1	Ring Rulers, Right-Handed
1	Endo Excavator #31
1	16 Endodontic Explorer
1	Plugger 2
1	Plugger 3
1	Glick #1
1	Woodson #3

1	Cleoid-Discoid 3/6 DE
1	Interproximal Carver
1	Cement Spatula
1	Articulating Paper Forceps
1	Rubber Dam Frame
1	Rubber Dam Forceps
1	Toffiemire
2	Endodontic Organizers

**ENDODONTIC SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
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Files, Flex-R-Files, assorted

Broaches, assorted

	Endo Burs, assorted
1	Silicone Endo Stops
1	Endodontic Ice
1	Can-a-Seal
1	Gutta Percha Dispenser with #15-80 assorted 240 points
2	Gates Glidden Drills, assorted
1	Finger Spreader, Red B 4/Pkg.
1	Finger Spreader, Blue C 4/Pkg.
1	Accessory Points, fine
1	Accessory Points, fine-medium
1	Accessory Points, medium
1	Endo Micro-Torch
1	Butane Refill



1	Paper Points, fine
1	Paper Points, medium
1	Paper Points, coarse
1	RC prep, Premier
1	Cavit, 4 tubes
1	Monojet Syringes 3cc, 23 Ga. XI 1/4

**STANDARD PROPHY KIT (2-3 Kits per Dentist)**

<u>Quantity</u>	<u>Item/Description</u>
1	Mouth Mirror
1	23 Explorer/PSR Probe
1	S204S Sickle
1	Sickle 23
1	1/2 Curette
1	11/12 Curette
1	13/14 Curette
1	Sharpening Stone
25	Cavitron Tip, 25K FSI-I0

**PREVENTIVE DENTISTRY SUPPLIES**

<u>Quantity</u>	<u>Item Description</u>
1	Reveal Disclosing Solution
1	Double Fluoride Trays, Large 100/Box
1	Thixo-Gel, 1.23% APF
2	Prophy Cups, Screw Type, 36/Pkg.
1	Uni-Pro Prophy Paste, Coarse 200/Box
1	Floss Waxed, 200yd

1 Floss Unwaxed. 200 yd

1 Floss Dispenser

#### **RADIOLOGY SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
4	XCP Kit
3	Snapper Ray, Set of 3
3	X-Ray Apron, Mauve
3	Apron Hanger
0	Viewbox,
6	EX-58 Flexi-Soft Vinyl Pack #2,
3	FM X-Ray mounts, 6V 8H 4BW#2
2	BW mounts, 4H #2 100/Box
1	X-Ray Envelopes, 21/2" x 41/4", Plain 500/Box

#### **PROSTHODONTIC AND LABORATORY SUPPLIES**

<u>Quantity</u>	<u>Item/Description</u>
1	Alcohol Torch
1	Alcohol, Pt.
1	Reline Material
1	Den-Shur-Cup, Blue
1	Retraction Cord
1	Plaster Knife, Miltex
1	Wax Spatula #7
1	Bioform Shade Guide
8	Plastic, Impression Trays, Large Upper
7	Plastic, Impression Trays, Large Lower

7	Plastic, Impression Trays, Medium Upper
8	Plastic, Impression Trays, Medium Lower
4	Alginate, Fast Set,
2	Alginate Adhesive, 1 oz. Bottle
1	Pressure Indicator Paste, 4 oz.,
2	Spatulas, 11R
1	Lab Stone, Golden
4	Mixing Bowls, Hygienic, Large
8	Blu-Bite Bite Registration
1	Plastic Wax Strips, 6", 48/Box
1	Bite Wafers with Foil
100	Impression Material, your choice
1	Pumice, Medium, 1 lb.
1	Bufs Muslin
1	Coe Comfort Tissue Conditioner
10	Patient procedure models and typodonts

**SUGGESTED EQUIPMENT**

<u>Quantity</u>	<u>Item/Description</u>
1	Ultrasonic Cleaner
3	Wall Mounted X-Ray
1	Vacuum System
1	Oilless Air Compressor
1	Film Processor w/ Daylight Loader
0	Amalgamator.
3	Curing Light

3	Ultrasonic Scaler
1	Autoclave
1	Eyewash Station
1	Hazardous Material Guide Poster"
6	Doctors and assistants stool
3	Dental chairs
3	Delivery units
3	assistant side unit
1	X ray sensor
1	Panoramic Unit

#### **Computers, Software and Electronics**

<u>Quantity</u>	<u>Item/Description</u>
7	Office Computers
1	Open Dental software
1	server
1	Router
1	Modem
6	Professor Suni License
1	Camera System
4	Tv and wall mount
1	Panoramic X Ray software
1	Microwave
1	Refrigerator
1	scanner
2	printer

3

Monitors

**Waiting Room**

Six chairs

Coffee machine

Water Cooler

Kids play table = two kids chair + toys

Three pictures

Couch

Computer Desks x2

**EXHIBIT C**



June 1, 2017

Dr. Yefim Aranbayev  
100 E. Allegheny Avenue  
Philadelphia, PA 19134

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Re: Post-service, pre-payment review

Dear Dr. Yefim Aranbayev:

In order to provide the best quality health outcomes for members, we at UnitedHealthcare address potential variations in care and utilization to ensure quality and cost-effective delivery of care. One way we do this is by comparing claims data across our network to identify variations from peer benchmarks.

Providers who are submitting treatment codes at a rate deviating significantly from their Market Peer Group average are chosen for pre-payment review. Our goal is to provide dentists with feedback through clinical review that helps them to see which areas they may want to target in working to improve quality and efficiency for their practice.

Billing patterns for your practice differ significantly from your peers, as indicated in the enclosed Peer Comparison Report. Because of this variation, you have been selected to participate in the pre-payment review program. Effective 7/1/2017, claims submitted by you that have been selected for our pre-payment review process will be flagged for clinical review prior to payment. If necessary we will request specific documentation from you in order to determine:

- That the submitted procedures were coded correctly.
- That the treatment was medically necessary.
- That the treatment met generally accepted standards of care.
- That the treatment met the clinical criteria for the Pennsylvania Medicaid program.

The requested documentation may include pre- and/or post-operative radiographs, chart notes or other information. Upon receipt of the requested information a dentist will review your claim and make the following determination for each reviewed procedure:

- Approve the procedure as submitted.
- Deny payment if the procedure was not substantiated by the documentation.
- Deny payment if the procedure was miscoded.
- Deny payment for the procedure if the treatment was not medically necessary.
- Request additional information in order to complete the clinical review.



As outlined in your Provider Agreement you may not balance bill members for any submitted treatment that is denied through the review process. However, to help mitigate any financial risk on your part we would like to offer at your option the ability to submit any/all procedure codes listed on the attached Pre-Payment Review Code list for clinical review prior to treatment. These procedures will then be reviewed by a dental consultant. We recommend submitting procedures flagged for pre-payment review for clinical review prior to treatment, but that is entirely voluntary. Once reviewed and approved, the pre-payment review codes will not require further review prior to payment.

Note that the Prior Authorization process remains unchanged and you should continue to submit procedures for prior authorization according to the guidelines in your state.

The enclosed "Pre-payment Review Codes" table lists codes that will be flagged for pre-payment review for your practice. This table also lists the documentation that is required for the clinical review of each procedure code. It will expedite the processing of your claims if you will submit the required documentation when you submit claims for payment.

Also enclosed is your custom Peer Comparison Report, which is a comprehensive analysis of your claims data for the period 1/1/2016-12/31/2016 for UnitedHealthcare Community Plan members attributed to your dental practice. It highlights how your data compare to that of other dentists who practice the same specialty in Pennsylvania, and indicates categories of care that demonstrate a high degree of variation compared to your peers.

Here are Frequently Asked Questions that you may find helpful:

**Q1. How was I chosen for the Pre-Payment Review program?**

- a. We set a pre-payment review schedule for providers who submit treatment codes at a rate deviating significantly from their peers. Your Peer Comparison Report, which is enclosed, compares your rate of submission of codes by category of care to your peers. The Ratio column indicates the ratio of your submission rate to the peer rate. The Percentile Rank column indicates your percentile ranking by category. A percentile ranking of 90 indicates that 10 percent of your peers have a higher ratio and 90 percent have a lower ratio.

**Q2. What can I do if I think I've been chosen for pre-payment review in error?**

- a. We recognize that there could be a risk of error in the claims data used in the evaluation. Data reviewed is paid claims data that you submitted for members under your care. Please send an email to [dental.engagement@uhc.com](mailto:dental.engagement@uhc.com) or call 1-866-682-3871 to arrange for a meeting to discuss your Peer Comparison Report or ask any other questions that you may have about your inclusion in the Pre-payment Review program. We will respond to your inquiry within 3 business days.





**Q3. How is this program beneficial to me?**

- a. Our goal is to review claims submissions prior to payment, so we can assist you in identifying areas that might present the greatest opportunities for improving quality and care experiences for UnitedHealthcare members. We want to alert you to the variations in total patient utilization data as compared with your peers, which may represent opportunities to reduce unwarranted utilization. We want to ensure that treatment is coded correctly and is medically necessary.

**Q4. What happens next? How can I be removed from this program?**

- a. Pre-payment review will continue until your utilization rates no longer deviate significantly from the network average. We will re-evaluate your claims submission patterns at 90 day intervals. If your utilization rates no longer deviate significantly from the network average, we will remove you from the Pre-payment review program and inform you in writing. If your utilization rates still deviate significantly after 90 days we will re-evaluate your performance after an additional 90 days. If your utilization rates still deviate significantly, we will continue to monitor you and re-evaluate your Peer Comparison Report at 6 month intervals.

**Q5. What happens if my utilization variations don't improve?**

- a. In many instances, simply being aware of areas for improvement is all it takes to see utilization return to the baseline. We will continue to monitor your claims submission patterns and will perform re-evaluations at 90 and 180 days and every 6 months thereafter, as required.

**Q6. Who can I contact if I have questions about my Peer Comparison Report?**

- a. Please contact us at 1-866-682-3871 or email us at [dental.engagement@uhc.com](mailto:dental.engagement@uhc.com)

You may appeal the flagging of your claims for pre-payment review by writing to:

UHC Dental Peer Review Committee  
6220 Old Dobbin Ln  
Columbia, MD 21045

Please call 866-682-3871 or email [dental.engagement@uhc.com](mailto:dental.engagement@uhc.com) if you have any questions.

We appreciate your participation in our dental programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Gong".

Carl Gong, DMD  
VP, Utilization Management

**EXHIBIT D**



**Keystone First**

200 Stevens Drive  
Philadelphia, PA 19113-1570

October 31, 2017

Diamante Dental  
100 E. Allegheny Avenue  
Philadelphia, PA 19134

ATTN: Medical Record Dept.

**Certified Letter # 70131710000037466374**

**RE: REQUEST FOR DENTAL RECORDS**

Dear Dental Provider:

Keystone First is in the process of auditing claims for its Medicaid program. You are receiving this letter because claims for services you rendered have been selected for medical review.

We have engaged Advize Health LLC to perform a chart and claim audit. In the near future, your office will receive a letter from Advize Health identifying the patients and claims that have been selected for review. Your office will be asked to submit a copy of the complete dental records related to the claim(s) for the Keystone First members identified to validate the services billed and paid.

Advize Health has entered into a Business Associate Agreement with Keystone First in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. Under that rule, a covered entity is permitted to use or disclose protected health information (PHI) for treatment, payment or health care operations. This request is compliant with all guidelines for Protected Health Information (PHI) and Health Insurance Portability and Accountability Act (HIPAA) set forth by the Centers for Medicare/Medicaid Services (CMS).

Advize Health will contact you directly to request the dental records. Once notified, **please submit the requested dental records promptly** to the mailing address they provide to you. If you have questions, please call Advize Health's Audit Department at (813) 569-2352.

Thank you in advance for your prompt attention to this request.

**Please note, failure to provide records may be cited as an erroneous payment with possible recovery of all payments via collection or offsetting of future payment(s).**

If you have any questions please feel free to contact me at 215-937-5388. Thank you for your cooperation and assistance in our efforts to ensure the integrity of the Medicaid program.

Sincerely,

*Keith T. Miller*

Keith Miller  
Investigator  
Program Integrity  
Project #20170315-06789P

**EXHIBIT E**



1/15/2018

FormSwift : My Documents

**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into as of 01/12/2018 by and between Diamante dental, (the "Disclosing Party"), located at 100 E Allegheny Ave, Philadelphia, Pennsylvania 19134, and [REDACTED] (the "Recipient" or "Receiving Party"), located at [REDACTED] 08109.

This agreement is entered into pursuant to not to share any company information. Recipient shall be acting as a contractor and an employee.

Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

**Confidential Information**

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, (i) any form of marketing plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific, technical or data information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third party source not known, after diligent inquiry, by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality, (iii) is or shall become publically available through no fault or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the herein contained terms and conditions of this Agreement or reference or access to any Confidential Information.

**Confidential Information Disclosure**

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: (i) limit disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's direct officers, employees, agents or representatives (collectively herein referred to as "Representatives") who need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care



than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

#### **Confidential Information Usage**

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

#### **Induced Disclosure of Confidential Information**

Notwithstanding anything in the foregoing clauses to the contrary, the Receiving Party may be compelled to disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent feasible, the Disclosing Party in writing of any such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party provides (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent feasible, the Disclosing Party with any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

#### **Independent Development**

Receiving Party may currently or in the future be developing information internally, or receiving information internally, or receiving information from other parties that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

#### **Term**

The herein contained Agreement shall remain in effect 7 years. Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

#### **No Warranty**

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, expressed or implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

#### **Remedies**



Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

#### **Return of Confidential Information**

Upon completion/expiration or termination of this Agreement, the Receiving Party shall immediately return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of this Agreement or (ii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, with the prior written consent of the Disclosing Party, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and or information.

#### **Notice of Breach**

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

#### **No Legally Binding Agreement for Transaction**

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

#### **Warranty**

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. Both parties acknowledge that although they shall each endeavor to include in the Confidential Information any all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation



maintained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

#### **Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

#### **Governing Laws**

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Pennsylvania or any applicable federal laws or statutes applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Pennsylvania shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

#### **Waiver of Contractual Right**

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

#### **Severability**

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

#### **Notices**

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

#### **Transfer or Assign**

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

#### **Miscellaneous**

The receipt of Confidential Information pursuant to this Agreement shall not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other, or (ii) providing products or services to other who compete with the other.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.



FormSwift : My Documents

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the aforementioned effective date.

By:

By:

\_\_\_\_\_  
manager/biller

\_\_\_\_\_  
Yefim Aranbayev  
Owner

1. Proof of...

**EXHIBIT F**

# TINOVSKY LAW FIRM P.C.

FIVE NESHAMINY INTERPLEX  
SUITE 205  
TREVOSE, PA 19053  
215.568.6860 PHONE  
215.701.4987 FAX  
WWW.TINOVSKY.COM

VLAD TINOVSKY, ESQUIRE  
215.568.6862 Direct  
vtinovsky@tinovsky.com

February 15, 2018

**Via Hand Delivery, Email and/or Regular / Certified Mail (RRR)**

Yefim Aranbayev, DDS  
5530 New Falls Road  
Levittown, PA 19056

Diamante Dental Inc.  
c/o Yefim Aranbayev, DDS  
5530 New Falls Road  
Levittown, PA 19056

Paradise Dental Inc.  
c/o Yefim Aranbayev, DDS  
5530 New Falls Road  
Levittown, PA 19056

Artur Martirosyan and  
Anna Chistyakova  
52 Bowman Drive  
Feasterville-Trevose, PA 19053

Dental Empire, Inc.  
13066 Townsend Road, Unit K  
Philadelphia, PA 19154  
Attn: Anna Chistyakova, President  
and Artur Martirosyan, Vice President

**RE: Notice of: (a) Breach of Asset Purchase Agreements dated January 11, 2018 (collectively, "Purchase Agreements") between Dental Wizard, P.C. and Dental Wizard Holding, Inc. (as Buyers), on the one hand, and Paradise Dental Inc., Diamante Dental Inc., Dental Empire Inc., Yefim Aranbayev and Artur Martirosyan (as Seller Parties), on the other; (b) Buyers' Claims Against Seller Parties and Co-Conspirators; (c) Demand for Indemnification and Other Remedies; and (d) Demand for Preservation of Evidence**

Ladies and Gentlemen:

I represent Dental Wizard, P.C. and Dental Wizard Holding, Inc. ("Buyers"). On January 11, 2018, the parties entered into the Purchase Agreements based upon, among other things, various statements, promises, representations and warranties of the Seller Parties which have turned out to be knowingly false and/or misleading. Moreover, after the closing, the Buyers uncovered significant fraud and illegal activities by the Seller Parties which were not disclosed in violation of the Purchase Agreements and applicable law.

Accordingly, the Buyers hereby give notice of breach and claims, and demand indemnification and preservation of Documents and Data (as defined below), under the Purchase Agreements and applicable law. Capitalized terms used but not defined in this letter shall have the meaning ascribed to such terms in the Purchase Agreements, as applicable.